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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

ROBERT C. GIEZIE

Plaintiff,

v.

VALLEY HEALTH SYSTEM, LLC, dba  
Spring Valley Hospital, a Delaware  
Corporation and Does I-X inclusive,

Defendant.

Case No. 2:12-CV-00036-ECR-GWF

**STIPULATED PROTECTIVE ORDER  
GOVERNING CONFIDENTIAL  
INFORMATION**

Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Robert Giezie ("Plaintiff") and Defendant Valley Health System, LLC dba Spring Valley Hospital ("Defendant"), (collectively, the "Parties"), hereby submit this proposed Stipulated Protective Order for the purpose of ensuring that confidential information exchanged during discovery or potentially submitted to the Court by the Parties is not disclosed to or used for any purpose outside of the above captioned lawsuit. Accordingly, the Parties hereby stipulate, subject to approval and entry by the Court, to the following:

**I. Definitions and Terms**

1. "Confidential Information" means any document, information, or material that the producing party or protected person reasonably believes not to be in the public domain and

1 reasonably believes contains information regarding an employee and/or former employee or  
2 patient of Defendant other than Plaintiff to which an individual or company has an established  
3 and legitimate right to privacy or confidentiality.

4 2. "Disclosed" is used in its broadest sense and includes, *inter alia*, directly or  
5 indirectly shown, divulged, revealed, produced, described, transmitted or otherwise  
6 communicated, in whole or in part.

7 3. "Discovery Material(s)" means any documents, answers to interrogatories,  
8 responses to requests for admission, deposition testimony, deposition transcripts and exhibits,  
9 other responses to requests for information and/or written information, whether produced  
10 voluntarily or involuntarily, in response to discovery requests in this litigation by any party.

11 4. "Document" is defined as the term is used in Federal Rule of Civil Procedure 34.

12 5. "Under seal" is defined as sealing confidential documents consistent with the  
13 procedure laid out by LR 10-5 of the Local Rules for the District of Nevada. In the event that the  
14 Clerk's office for the Southern Division of the District of Nevada publishes a new procedure for  
15 the filing of documents under seal, the Parties may follow said published procedure.

16 **II. Types of Materials that May be Designated as Confidential**

17 Any Discovery Material or other documents, information, or materials may be designated  
18 by a producing party as Confidential under this Order. The assertion of this designation of  
19 "Confidential" shall constitute a representation to the Court that counsel for the producing party  
20 or protected person believes in good faith that the material so designated constitutes Confidential  
21 Information as defined in this Order. Except with the prior written consent of the producing party  
22 or by court order or as otherwise compelled by force of law, no Discovery Materials or other  
23 documents, information, or materials stamped "Confidential" may be disclosed to any person  
24 except as permitted in section IV.

1     **III.     Designation of Discovery Materials as Confidential**

2             A producing party may designate as confidential Discovery Materials or other documents,  
3 information, or materials containing confidential information by stamping or otherwise marking  
4 the designated material as "Confidential," and producing it and listing it on the log in the form  
5 attached as Exhibit A. Each Party shall maintain a log for the documents they have produced that  
6 have been designated "Confidential," and produce an updated log, containing all designations,  
7 when producing documents or information that are designated "Confidential." The fact that a  
8 document is stamped "Confidential" by one party shall not be construed as an admission by any  
9 other party that such document is confidential, nor shall it limit or preclude the right of any party  
10 to object to the "Confidential" designation and to file any appropriate motion(s) to determine the  
11 propriety of such designation. If the producing party inadvertently fails to stamp or otherwise  
12 appropriately designate or list certain documents, material, or information as "Confidential" upon  
13 their production or disclosure, such inadvertent failure to designate shall not constitute nor be  
14 deemed a waiver of a subsequent claim of protected treatment under this Order.  
15

16     **IV.     Permissible Use of "Confidential" Information, Documents, or Materials**

17             Notwithstanding Section II, documents stamped "Confidential" may only be disclosed to:  
18  
19 (i) the Parties; (ii) all attorneys representing the Parties in this matter; (iii) para-professionals,  
20 secretaries, and other non-attorney personnel that are employed by firms or by individual  
21 attorneys representing the Parties in this matter, but only to the extent that disclosure to such  
22 person(s) is necessary in order for them to assist attorneys in connection with this matter; and (iv)  
23 the court and all court personnel, including stenographers employed to record and transcribe  
24 testimony given upon sworn statement, deposition, and/or trial. To the extent such Confidential  
25 Information may be disclosed to court personnel or filed with the Court it may, upon a showing  
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1 sufficient to satisfy the requirements of the Court, be done Under Seal, but need not be filed  
2 Under Seal *provided* the name of any employee or former employee of Defendant has been  
3 redacted and replaced with the employee's initials only.

4       Persons obtaining access to Discovery Materials or other documents, information, or  
5 materials stamped "Confidential" pursuant to this Order shall use the information only for the  
6 purpose of this matter, through and including appeal(s) and shall not use such information for any  
7 other purpose, including business, governmental, commercial, administrative, or judicial  
8 proceedings, unless required by court order or being compelled by force of law. If any person  
9 receiving information covered by this Agreement is: (a) subpoenaed in another action or  
10 proceeding; (b) served with a request or demand in another action to which he, she, or it is a  
11 party; or (c) served with any other legal process by one not a party to this action, seeking  
12 information designated as "Confidential" pursuant to this Order, the subpoenaed party shall  
13 promptly give written notice, by hand or facsimile transmission, within forty-eight (48) hours of  
14 receipt of such subpoena, request, demand, or legal process to the party that produced or  
15 designated the material as "Confidential." The subpoenaed party or anyone else subject to this  
16 Order shall be under no obligation to take any other action or measures to preserve the  
17 confidentiality of any such information in connection with such subpoena, request, demand, or  
18 legal process. Nothing herein shall be construed as requiring the subpoenaed party or anyone else  
19 covered by this Order to challenge or appeal any order requiring production of Confidential  
20 Information, to subject itself to any penalties for non-compliance with any legal process or order,  
21 or to seek any relief from the court.

22 **V. Miscellaneous**

23       1. The provisions of this Agreement shall not terminate at the resolution of this  
24 matter.

2. Within thirty (30) days after the final conclusion of this matter documents stamped "Confidential" and all copies of such documents, other than exhibits of record, shall be destroyed or returned to the party who produced the documents and designated them as "Confidential."

3. Nothing in this Agreement shall prevent any party or other person from seeking modification of this Agreement or from objecting to discovery that it believes to be otherwise improper. This Agreement, however, shall not be modified absent an order of the court or the written agreement of all the Parties hereto.

Dated this 19th day of April, 2012

The Gage Law Firm, PLLC

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/s/ Ivy Gage

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**ORDER**

IT IS SO ORDERED April 24, 2012.

  
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GEORGE FOLEY, JR.

United States Magistrate Judge